

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement for Controlled Burn of Structures Owned by Heathrow Oaks LLC

DEPARTMENT: Public Safety **DIVISION:** EMS/Fire/Rescue

AUTHORIZED BY: K.M. Roberts **CONTACT:** Leeanna Raw **EXT.** 5002

Agenda Date <u>10/25/05</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Agreement between Seminole County and Heathrow Oaks LLC for the EMS/Fire/Rescue to conduct controlled burns of 5 abandoned structures owned by Heathrow Oaks LLC.

(Leeanna Raw, Fire Chief)

BACKGROUND:

Heathrow Oaks LLC owns a 27 acre parcel that has been approved for two and three story town houses. The property presently is occupied by five structures that are slated for demolition. The address of the structures is 3036, 3040, and 3044 International Parkway, 1048 SR46A, and 1175 Orange Blvd. They have requested that the EMS/Fire/Rescue Division conduct controlled burns of the structures as a means of disposal. Entering into this agreement will not only be for the benefit to Heathrow Oaks LLC, it will also provide a live fire training exercise for firefighters.

Reviewed by	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPSF01</u>

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between **Heathrow Oaks LLC**, hereinafter referred to as the "OWNER" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY desires to further the training of its firefighters by conducting training exercises involving the controlled burning of appropriate structures; and

WHEREAS, the OWNER acknowledges the benefits of the controlled burning of an abandoned structures on its property for the enhancement of fire protection services; and

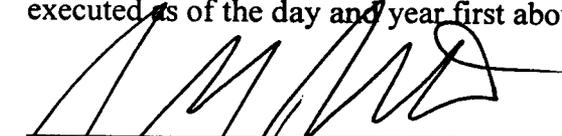
WHEREAS, the OWNER, has offered for training purposes and the COUNTY has agreed to the controlled burning of the structures located at 3036, 3040, and 3044 International Parkway, 1048 SR46A, and 1175 Orange Blvd., Lake Mary, Seminole County, Florida, hereinafter referred to as the "Structures".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Subject to weather conditions, the COUNTY proposes to conduct a controlled burning of the Structures during the months of October, November and December.
2. The OWNER agrees to indemnify the COUNTY from any liability arising out of the lack of the OWNER's authority to have the Structures destroyed and/or the OWNER's lack of clear title to the Structures.
3. Subject to the limitations and allowances of Florida law pertaining to governmental agencies and subdivisions, the COUNTY agrees to hold harmless, defend, and indemnify the OWNER and its affiliates, officers, directors, shareholders, employees, attorneys, and agents from and against any and all claims, demands, actions, liabilities, causes of action, injuries, lawsuits, settlements, judgments, costs and expenses arising out of the burning of the Structures by the COUNTY or any of its employees or agents.
4. The OWNER agrees to comply with all applicable regulations of Seminole County with respect to the removal of debris after the controlled burning of the Structures.
5. Should the Owner determine that it needs to proceed with site work improvements prior to the County completing controlled burn training on the existing

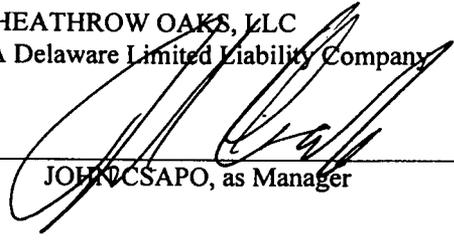
structures, the OWNER hereby reserves the right to demolish the structures at any time under this agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.


Witness: Scott G. Murrin


Witness: Nicole E. Angelakes

By: HEATHROW OAKS, LLC
A Delaware Limited Liability Company


By: JOHN CSAPO, as Manager

Date: October

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

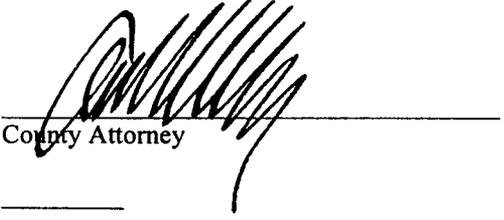
By: CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
Of Seminole County only.

As authorized for execution
By the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
Legal sufficiency.


County Attorney

controlled burn agt

